

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 06-14-65954

HUD# 07-14-0597-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

PRAIRIE POINTE, LC

4720 Mortensen Road, Suite 105

Ames, Iowa 50014-5534

JCORP, INC.

P.O. Box 159

Huxley, IA 50124-0159

DUANE E. JENSEN

JCorp, INC.

P.O. Box 159

Huxley, IA 50124-0159

COMPLAINANT

ANGELA WILLIAMS

Commissioner, Iowa Civil Rights Commission

400 East 14th Street

Des Moines, Iowa 50319

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

#### Complainant's Allegations:

Complainant is a member of the Iowa Civil Rights Commission (ICRC). Complainant alleged Respondents designed and constructed covered multifamily dwelling units in violation of the design and construction accessibility requirements of the Iowa Civil Rights Act (ICRA) and the federal Fair Housing Act (FHA). Complainant alleged Respondents violated the "usable doors," "light, switches, thermostats, electrical outlets in accessible locations," and "usable kitchens and bathrooms" requirements (referenced respectively as Requirements 3, 5, and 7) in the ICRA and FHA. In Unit 101 in Building 1351, Complainant specifically alleged (1) the clear opening width of the sliding glass-door to the balcony was measured at 26 inches, which is less than the required minimum of 31.63 inches; (2) the height of the thermostat control was measured at 60 inches, which is greater than the maximum reachable height of 48 inches; and (3) the distance between the midline of the sink and the adjoining wall in the unit's bathroom was measured at 18 inches, which is less than the minimum of 24 inches required for a parallel approach necessary due to the cabinets underneath appearing not to be easily removable.

#### Description of the Subject Property

The subject property, Prairie Pointe Student, located in Ankeny, Iowa, is comprised of six multifamily rental-unit buildings. According to Jeff Junker, the Building and Zoning Administrator for the City of Ankeny, "Certificates of Occupancy" were issued by unit because each unit was recorded as a "condominium." Junker stated such a classification means the unit can be rented or sold.

The following table lists the building number, unit number, and date of certificate of occupancy for each of the five most recently built ground-floor units:

BUILDING #	UNIT #	CERTIFICATE OF OCCUPANCY
1335	102	September 27, 2013
1335	104	September 27, 2013
1339	101	October 8, 2013
1343	101	October 8, 2013
1347	101	October 8, 2013

This agreement is limited to the units listed in the above table and to the public and common use areas or appliances – the exterior parking lot, sidewalks, the trash compactor, interior hallways, and the Community Center, which houses the leasing office, lounge, fitness center, theater room, tanning booth, Model Unit, and public bathrooms. However, if the deficiencies found in Unit 101 at Building #1347 also exist in any of the other ground-floor units in any of the six buildings, and those deficiencies are not appropriately addressed, then Respondents may face future enforcement actions by either the United States Department of Housing and Urban Development (HUD) or the United States Department of Justice (DOJ), as these federal agencies have the authority to enforce the FHA for any covered multifamily dwelling built for first occupancy after March 13, 1991.

Respondents' Defenses:

When asked in the questionnaire what was true or false about the allegations, Prairie Pointe responded:

Based on the measurements taken in the show unit 1351 #101[Model Unit]

1. Patio door – True
2. Thermostat height – True
3. [Bathroom sink] - True

#### Report of Preliminary Findings:

ICRC Investigators inspected two units – the Model Unit and Unit 101 in Building 1347 [henceforth referred to as the “Unit 101”]. After conducting an onsite inspection of these two units and the public/common use areas, ICRC Investigators found and reported the following deficiencies:

- 1) The path from the detectable warning on the ramp adjacent to the parking spaces designated as reserved for persons with disabilities to the beginning of the accessible sidewalk section adjacent to the leasing office was measured at 167 feet, and is currently the path that persons in a wheelchair would need to take to the leasing office. If at least one parking space and an access aisle with the required dimensions for parking for persons with disabilities were created adjacent to the intersection of the general sidewalk and the accessible sidewalk leading to the leasing office, the distance traveled by a person in a wheelchair for this path would be reduced to less than five feet. [Requirement 2]
- 2) The parking areas for each of the six buildings at the property include two spaces designated as reserved for persons with disabilities, for a total of 12. Although at least one parking space and access aisle per building was observed which meets the required ADA dimensions for “Van-Accessible” parking spaces, none of these parking spaces had the required signage designating them as “Van-Accessible.” [Requirement 2]
- 3) The distance from the midline of the toilet to the adjoining wall in the men’s public bathroom was measured at 16.25 inches, which is less than the 18-inch minimum width required by ADAAG. [Requirement 2]
- 4) There is enough clear floor space in front of the popcorn machine for tenants in a wheelchair to make a parallel approach, which allows for a maximum reach height of 54 inches. The height above the floor of the door handle to the drop shelf area of the machine was measured at 66.75 inches.

Therefore, the popcorn machine is unusable, according to the maximum reach parameters of ANSI 1986. An additional handle could easily be attached with adhesive at a height of 54" or less to meet this requirement. [Requirement 2]

5) There is enough clear floor space in the front of the paper-towel dispenser in the fitness room for tenants using wheelchairs to make a parallel approach. There is an obstruction from the counter located below the paper-towel dispenser. This counter has a height measured at 47 inches. The counter height is greater than the maximum obstruction height of 34 inches allowed by ANSI 1986. The height of the paper-towel dispenser was measured at 58 inches, which is greater than the maximum reach height of 46 inches allowed by ANSI 1986, when an obstruction with a height of no greater than 34 inches is present. The height of the counter and the paper-towel dispenser render the paper-towel dispenser inaccessible and unusable by tenants utilizing a wheelchair. [Requirement 2]

6) There is enough clear floor space in front of the theater controls for tenants using wheelchairs to make a parallel approach, which allows for a maximum reach height requirement of 54 inches. The height of the top buttons for the theater controls was measured at 58.5 inches. Therefore, the theater controls are unusable, according to the maximum reach parameters of ANSI 1986. [Requirement 2]

7) The mailbox area for all units at Prairie Pointe SL is located southeast of Building 1351. There is enough clear floor space in front of the mailboxes for tenants using wheelchairs to make a parallel approach, which allows for a maximum reach height requirement of 54 inches. The height for the keyholes in the top row of mailboxes for all six buildings was measured at 57.5 inches. Therefore, the mailboxes are unusable, according to the maximum reach parameters of ANSI 1986. [Requirement 2]

8) The rent drop box is located at the Community Center, adjacent to the main door. There is enough clear floor space in front of the rent drop box for tenants using wheelchairs to make a parallel approach, which allows for a maximum reach height requirement of 54 inches. The height for the opening handle to the rent drop box was measured at 58 inches. Therefore, the rent drop box is unusable, according to the maximum reach parameters of ANSI 1986. [Requirement 2]

9) There is one trash compactor at Prairie Pointe SL, located southwest of the Community Center. It is a side-loading receptacle with a side-swinging door, which has a latch handle that must be swung up and slid horizontally. There is enough clear floor space in front of the trash compactor door for tenants using wheelchairs to make a parallel approach, which allows for a maximum reach height requirement

of 54 inches. The height of the handle was measured at 62 inches. Therefore, the trash compactor is unusable, according to the maximum reach parameters of ANSI 1986. [Requirement 2]

10) The clear opening width of the sliding glass door in Unit 101 measured 25.63 inches, which is less than the 31.63-inch minimum width allowed by FHADM for secondary doors. Therefore, the opening width of this sliding glass doors is too narrow, making it unusable by persons using wheelchairs. [Requirement 3]

11) In Unit 101, the interior threshold of the primary door onto the interior wood floor in the living room measured 1 inch. The interior threshold of the secondary door onto the living room measured 1.38 inches. Both measurements are greater than the maximum  $\frac{3}{4}$ -inch height allowed by FHADM. Therefore, the interior threshold heights of the primary and secondary doors are too high and render the entrances unusable by tenants using wheelchairs. [Requirement 3]

12) The deficiency noted by the testers at the Model Unit regarding the height of the thermostat was also observed by ICRC Investigators in the Model Unit but not in Unit 101 during their onsite inspection. Otherwise, no other deficiencies were detected with respect to Requirement 5 – “light, switches, thermostats, electrical outlets in accessible locations.”

13) In the bathrooms for Rooms 2, 3, and 4, for Unit 101, the clear floor space outside of the swing of the door was measured at less than 30 by 48 inches. These bathrooms are all Specification A bathrooms. The clear floor space in these bathrooms is less than the minimum required by the Guidelines, as stated above, and renders these bathrooms unusable for persons who utilize wheelchairs. [Requirement 7]

14) The distances between the midline of the toilets to the grab-bar side (i.e., bathtubs) for three of the four bathrooms were found to be non-compliant because they are less than 18 inches, as required in ANSI 1986, and are listed in the table below:

Room # -

bathroom      Distance from midline of toilet to grab bar side.

2      13.5 inches

- 3        14 inches
- 4        17.5 inches

The distances between these toilets are too close to the wall to be accessible and usable by persons utilizing a wheelchair for mobility. [Requirement 7]

#### Respondents' Responses to Report of Preliminary Findings:

Respondents submitted the following responses to the reported deficiencies:

- 1)        Respondents disagree with ICRC's determination that the current location of the parking spaces designated as reserved for persons with disabilities adjacent to the Community Center is not on an accessible route due to not being on the shortest possible route to the main entrance for this building. Respondents stated, "The current location is better to serve the living units that will get used more frequently than the general public."
- 2)        Respondents will install "Van-Accessible" signage at one of the parking spaces currently reserved for persons with disabilities adjacent to each of the six subject property buildings.
- 3)        Respondents will move the toilet in the men's public restroom at the Community Center, such that the midline of the toilet is a minimum of 18 inches away from the adjoining wall.
- 4)        Respondents will lower the door handles for accessing the drop shelf area in the popcorn machine at the Community Center to a maximum height of 54 inches.
- 5)        Respondents will lower the paper towel dispenser in the fitness room at the Community to a height of no more than 54 inches and at a location away from obstructions with a height greater than 34 inches.

- 6) Respondents will decrease the height for the theater controls at the Community Center to a maximum of 54 inches.
- 7) Respondents will replace the pedestals for the mailbox kiosks, such that the height of the keyholes for all mailboxes at each subject property building will be 54" or less.
- 8) Respondents will decrease the height for the opening handle to the rent drop box at the Community Center to a maximum height of 54 inches.
- 9) Respondents will decrease the height of the door handle for the trash compactor to a maximum height of 54 inches above the floor.
- 10) Respondents will replace all the sliding glass doors measuring less than 31.63 inches wide in each of the covered ground-floor units within the scope of this agreement with a door that has a minimum clear opening width of 31.63 inches.
- 11) Respondents will modify the interior thresholds at the primary and secondary entrances in Unit 101 and in any other covered ground-floor units within the scope of this agreement with excessively high interior thresholds so that the height for these thresholds will be a maximum of  $\frac{3}{4}$  inch.
- 12) Respondents will decrease the height of the thermostat in the Model Unit to a maximum of 48 inches.
- 13) Respondents will reverse the swing of the door in the bathrooms for the covered ground-floor units within the scope of this agreement to increase the clear floor space outside of the swing of the door to 30 by 48 inches.
- 14) Respondents will verify the distances – in the four bathrooms at all covered ground-floor units within the scope of this agreement – from the midline of the toilet to the grab bar sidewall and the non-grab bar side obstruction (i.e., vanity cabinet) are a minimum of 18 inches and 15 inches respectively. For any toilets with a midline that is closer to either side than what is allowed, Respondents will (i)



either use an offset flange or (ii) remove the vanity cabinet and replace the flooring underneath the sink; and (ii) move the toilet, to meet the aforementioned minimum-distance requirements.

15) Respondents will remove and replace the bathroom vanity with an offset sink-bowl to provide enough clear floor space required to allow for a parallel approach by a person who requires the use of a wheelchair, in bathrooms for Rooms 2, 3, and 4 in Unit 101, and in all non-compliant bathrooms at all the other covered ground-floor units within the scope of this agreement.

#### Assessment of Deficiencies:

Respondents stated all units were built in accordance with the requirements of the 2009 International Building Code [IBC 2009], which is not one of the safe harbors accepted by HUD. See above. Therefore, the FHADM must be used to assess and determine compliance with the ICRA and FHA.

Following is the assessment of the reported deficiencies, based on the scoping requirements of FHADM and the technical requirements of ANSI 1986:

1) While acknowledging that the parking spaces designated as reserved for persons with disabilities adjacent to the north of the Community Center are of greater benefit to current tenants who use it more frequently than the general public, ICRC disagrees this fact means the requirement for these parking spaces to be on the shortest possible route has been met. The requirement as stated in FHADM, ADAAG, and Iowa Code §321L.5(1) reads:

Persons with disabilities parking spaces — location and requirements — review committees.

1. Persons with disabilities parking spaces and access loading zones for persons with disabilities that serve a particular building shall be located on the shortest accessible route to the nearest accessible entrance to the building [bold added for emphasis].

If at least one additional parking space designated as reserved for persons with disabilities and an access aisle are not created at the closest possible location to the accessible entrance for the Community

Center which houses the leasing office and other public and common use areas, persons with mobility impairments will continue to have to travel a route that is more than 162 feet longer than the route traveled by persons without mobility impairments in violation of the code sections cited above.

Therefore, ICRC proposes Respondents create at least one parking space and a 96-inch wide access aisle and designate it as "Van Accessible" near the southwest corner of the Community Center and adjacent to the intersection of the general sidewalk and the accessible sidewalk leading to the leasing office.

- 2) ICRC concurs with Respondents' proposal to install "Van-Accessible" signage to one of the existing parking spaces reserved for persons with disabilities at each subject property building.
- 3) ICRC concurs with Respondents' proposal to move the toilet in the men's public restroom at the Community Center, such that the midline of the toilet is no less than 18 inches away from the adjoining wall.
- 4) ICRC concurs with Respondents' proposal to lower the door handles for accessing the drop shelf area in the popcorn machine at the Community Center to a height of no more than 54 inches.
- 5) ICRC concurs with Respondents' proposal to lower the paper towel dispenser in the fitness room at the Community to a height of no more than 54 inches and at a location without obstructions with a height greater than 34 inches.
- 6) ICRC concurs with Respondents' proposal to decrease the height for the theater controls at the Community Center to no more than 54 inches above the floor.
- 7) ICRC concurs with Respondents' proposal to replace the pedestals for the mailbox kiosks, such that the height of the keyholes for all mailboxes will be a maximum of 54 inches.
- 8) ICRC concurs with Respondents' proposal to decrease the height for the opening handle to the rent drop box at the Community Center to a maximum height of 54 inches above the floor.

- 9) ICRC concurs with Respondents' proposal to decrease the height of the door handle for the trash compactor to a maximum height of 54 inches above the floor.
- 10) ICRC concurs with Respondents' proposal to replace the sliding glass door in the covered ground-floor units within the scope of this agreement with a door that has a minimum clear opening width of 31.63 inches.
- 11) ICRC concurs with Respondents' proposal to modify the interior thresholds at the primary and secondary entrances in Unit 101 – and in any other covered ground-floor units within the scope of this agreement that have excessively high interior thresholds – such that the height for these thresholds will be a maximum of  $\frac{3}{4}$  inch.
- 12) ICRC concurs with Respondents' proposal to decrease the height of the thermostat in the Model Unit to a maximum of 48 inches.
- 13) ICRC concurs with Respondents' proposal to reverse the door swing in bathrooms for Rooms 2, 3, and 4 in Unit 101 – and in any other covered ground-floor units within the scope of this agreement that have less than sufficient clear floor space – to increase the clear floor space outside the swing of the door to 30 by 48 inches.
- 14) ICRC concurs with Respondents' proposal to verify the distance from the midline of the toilets in all of the bathrooms in all of the ground-floor covered units within the scope of this agreement. However, due to ICRC Investigators' finding that the midline of the toilets in Rooms 2, 3, and 4 in Unit 101 was too close to the grab-bar side (i.e., bathtub), ICRC proposes Respondents submit new measurements and photographs for the toilets in Unit 101 that indicate compliance with the accessibility requirements of the FHA and ICRA – indicated below – for Usable Bathrooms.
- ICRC concurs with Respondents' proposal to retrofit any non-compliant toilets closer than 18 inches to the grab-bar side or 15 inches to the non-grab bar side by either using an offset flange or by removing the vanity cabinet and replacing the flooring underneath the sink, and moving the toilet.
- 15) ICRC concurs with Respondents' proposal to remove and replace the bathroom vanity with an offset sink-bowl to provide enough clear floor space required to allow for a parallel approach by a

person who requires the use of a wheelchair in the bathrooms for Rooms 2, 3, and 4 in Unit 101, and in all non-compliant bathrooms at all of the other covered ground-floor units within the scope of this agreement.

#### Predetermination Settlement Agreement

A complaint having been filed by Complainant against Respondents with ICRC under Iowa Code Chapter 216 and there having been a preliminary inquiry, including an on-site inspection of the subject property, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

#### Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against any person for filing a charge under the ICRA; or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden under the ICRA.
2. Respondents agree to refrain from committing any act of discrimination in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities on the basis of race, color, creed, sex, sexual orientation, gender identity, national origin, religion, disability, or familial status, in violation of the ICRA.
3. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate in the sale or rental of a dwelling, or otherwise make unavailable or deny a dwelling, to a buyer or renter on the basis of disability. 42 U.S.C. 3604(f)(1); Iowa Code § 216.8A(3)(a).
4. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling on the basis of disability. 42 U.S.C. 3604(f)(2)(a) and Iowa Code § 216.8A(3)(b)(1)

5. Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford person with a disability an equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

6. Respondents acknowledge as owners, developers, builders, or managers of covered multifamily dwellings – ground-floor units in a building consisting of four or more dwelling units built for first occupancy after January 1, 1992 – must build those dwellings in compliance with specific design and construction accessibility requirements, in accordance with the FHA and ICRA. Iowa Code §216.8A(3)(c)(3); 42 U.S.C. §3604(f)(3)(C).

HUD has described these accessibility requirements via regulation and in several publications, including the “Final Fair Housing Accessibility Guidelines.” 24 C.F.R. Part 100.200 et seq.; 56 Fed. Reg. 9,472. In the “Guidelines,” HUD presented the seven specific requirements as:

1. Accessible building entrance on an accessible route.
2. Accessible and usable public and common areas.
3. Usable doors.
4. Accessible route into and through the covered dwelling unit.
5. Light switches, electrical outlets, thermostats and other environmental controls in accessible locations.
6. Reinforced walls for grab bars.
7. Usable kitchens and bathrooms.

#### Voluntary and Full Settlement

7. The parties acknowledge this Predetermination Settlement Agreement (hereinafter referred to as the Agreement) is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

8. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

9. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of the Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

10. Respondents agree ICRC may review compliance with this Agreement. And as part of such review, Respondents agree ICRC may examine witnesses, collect documents, or require written reports.

#### Release

11. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with ICRC, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

#### Disclosure

12. Because, pursuant to Iowa Code §216.15A(2)(d), ICRC has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

#### Required Modifications or Retrofits

13. Respondents agree to make the following modifications or retrofits to the subject property:

#### Accessible and Usable Public and Common Use Areas – Community Center Parking

(a) ICRC acknowledges Respondents' determination that the two parking spaces designated as reserved for persons with disabilities adjacent to the north of the Community Center are used more frequently by current tenants than if they were located near the main entrance to the west of the Community Center because they are closer to the nearby units. However, ICRC disagrees with Respondents' determination that this fact allows these parking spaces reserved for persons with disabilities to not be on the shortest possible route to the accessible entrance for the Community Center, as required in FHADM, ADAAG, and Iowa Code §321L.5(1).

(b) Respondents agree they will create one additional parking space designated as reserved for persons with disabilities and an adjoining access aisle at the location indicated in Figures 1A and 1A1 in Appendix A, which is adjacent to the intersection of the main sidewalk and the accessible sidewalk leading to the leasing office.

Respondents agree to restripe the markings to create the parking spaces described in the previous paragraph of the current subsection, such that these parking spaces will each be at least 96 inches wide.

Respondents agree to stripe the access aisle at the new location described in the first paragraph of the current subsection, such that the access aisle will be at least 96 inches wide and extend the full length of the newly created parking space.

Respondents agree to stripe the access aisle in a manner such as to discourage parking in the aisle, as required in Section 502.3.3 of the 2010 ADA Standards for Accessible Design, which is available online at [http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards\\_prt.pdf](http://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards_prt.pdf).

Respondents agree to install identification for the new parking space, including the "Van Accessible" signage, as required in Section 502.6 of the 2010 ADA Standards for Accessible Design.

(c) Respondents agree to install a curb ramp where the new access aisle, described in the “(b)” paragraph of the current subsection, meets the currently existing sidewalk curb, including detectable warnings, in the manner required by Section 4.7 of the ADAAG, available online at: <http://www.access-board.gov/attachments/article/1350/adaag.pdf>.

Respondents agree to complete the modifications listed above in compliance with the FHA and ICRA, ADAAG, and as required by ANSI A117.1 1986.

#### Accessible and Usable Public and Common Use Areas – “Van Accessible” Signage

(a) The parties agree none of the parking spaces reserved for persons with disabilities have signage indicating the parking spaces are “Van Accessible,” as required in Section 4.6.4 of the ADAAG.

(b) Respondents agree to install additional signage to the existing signage at one of the parking spaces reserved for persons with disabilities adjacent to each of the six subject property buildings, which indicates the space is designated as “Van Accessible,” as required in the ADAAG. The current signage for all parking spaces reserved for persons with disabilities will be kept, which includes the International Symbol of Accessibility as described in the ADAAG.

#### Accessible and Usable Public and Common Use Areas – Toilet in Men’s Public Bathroom

(a) The parties agree the distance from the midline of the toilet to the adjoining wall in the men’s public bathroom at the Community Center is less than the 18-inch minimum width required by Section 4.17 of the ADAAG.

(b) Respondents agree they will move the toilet in the men’s public bathroom further away from the adjoining wall, such that the distance from the midline of the toilet to this wall will be a minimum of 18 inches, in compliance with ADAAG, FHA and ICRA.

#### Accessible and Usable Public and Common Use Areas – Popcorn Machine at Community Center



(a) The parties agree the height of the door handle for accessing the drop shelf area in the popcorn machine at the Community Center exceeds the 54-inch maximum height, as specified in Section 4.2.6 of the ADAAG.

(b) Respondents agree they will vertically move the door handles described above for the popcorn machine, such that the height above the floor will be decreased to a maximum of 54 inches, in compliance with ADAAG, FHA and ICRA.

#### Accessible and Usable Public and Common Use Areas – Paper-Towel Dispenser

(a) The parties agree the height of the paper-towel dispenser in the fitness room at the Community Center exceeds the 46-inch maximum height reach-range for a parallel approach for items located above an obstruction with a maximum allowed height of 34 inches, a height exceeded by the counter located beneath the paper-towel dispenser, as specified in Section 4.2.6 of ANSI A117.1 1986.

(b) Respondents agree they will move the paper-towel dispenser to a location within the fitness room, which – according to Sections 4.2.5 [“Forward Reach” (for a forward approach)] and 4.2.6 [“Side Reach” (for a parallel approach)] of ANSI A117.1 1986 – will be at a maximum reach-range height of either:

(i) 54 inches for a parallel approach, if no obstruction is located underneath it;

(ii) 46 inches for a parallel approach, if an obstruction with a maximum height of 34 inches is located beneath it;

(iii) 48 inches for a forward approach, if located above either no obstruction or above an obstruction having a horizontal depth of 20 inches or less, and with knee space, as per Section 4.30.3 of ANSI A117.1 1986; or

(iv) 44 inches for a forward approach, if located above an obstruction having a horizontal depth of between 20 to no more than 25 inches, and including the required knee space as described in paragraph “(iii)” of the current subsection.

Respondents agree to complete the modification listed above in compliance with the FHA and ICRA, and as required by ANSI A117.1 1986.

#### Accessible and Usable Public and Common Use Areas – Theater Controls at Community Center

- (a) The parties agree the height of the top buttons for the theater controls exceeds the 54-inch maximum reach-range for a parallel approach, as specified in Section 4.2.6 of ANSI A117.1 1986.
- (b) Respondents agree they will vertically move the theater controls, such that the reach-range height will be decreased to a maximum of 54 inches, in compliance with ANSI A117.1 1986, FHA and ICRA.

#### Accessible and Usable Public and Common Use Areas – Mailboxes

- (c) The parties agree the mailboxes for ground-floor tenants in Buildings 1335, 1339, 1343, and 1347 exceed the maximum reach-range of 54 inches for a person who requires the use of a wheelchair to make a parallel approach, as specified in Section 4.2.6 of ANSI A117.1 1986.
- (d) Respondents agree they will replace the pedestals for each mailbox kiosk for Buildings 1335, 1339, 1343, and 1347 to provide the ground-floor tenants with mailboxes that do not exceed the maximum reach-range height of 54 inches, as required by ANSI A117.1 1986.

#### Accessible and Usable Public and Common Use Areas – Rent-Drop Box at Community Center

- (a) The parties agree the height for the rent drop box exceeds the maximum reach-range height of 54-inch for a parallel approach, as specified in Section 4.2.6 of ANSI A117.1 1986.
- (b) Respondents agree they will vertically move the rent drop box, such that the reach-range height will be decreased to a maximum of 54 inches, in compliance with ANSI A117.1 1986, FHA and ICRA.

#### Accessible and Usable Public and Common Use Areas – Trash-Compactor Door-Latch Handle

(a) The parties agree the height for the trash-compactor door-latch handle exceeds the 54-inch maximum reach-range height for a parallel approach, as specified in Section 4.2.6 of ANSI A117.1 1986.

(b) Respondents agree they will vertically move the rent drop box, such that the reach-range height above the floor will be decreased to a maximum of 54 inches, in compliance with ANSI A117.1 1986, FHA and ICRA.

#### Accessible and Usable Public and Common Use Areas – Thermostat in Model Unit

(a) The parties agree the height for the thermostat control in the Model Unit exceeds the maximum reach-range height of 48 inches, as allowed by Section 4.27.3 of the ADAAG.

(b) Respondents agree they will lower the thermostat control in the Model Unit to a maximum reach-range height of 48 inches, in compliance with the ADAAG, FHA, and ICRA.

#### Usable Doors – Clear Opening Width for Secondary Entrance

(a) The parties agree the sliding glass door at the secondary entrance to the porch in Unit 101 is unusable with a clear opening width of 25.63 inches. The parties agree a secondary entrance must measure 31.63 inches minimum in order to be compliant with usability requirements, as established in Section 3.5 of FHADM.

(b) Respondents agree to replace the sliding glass door at the secondary entrance in Unit 101 and increase the clear opening width to 31.63 inches.

(c) Respondents agree to take measurements of the clear opening width for the sliding glass doors in the remaining covered ground-floor units within the scope of this agreement.

Respondents agree they will modify or replace any non-compliant sliding glass door measuring less than the minimum required width, as established in paragraph “(a)” of the current subsection, to increase the clear opening width to a minimum of 31.63 inches for doors in the other covered ground-floor units within the scope of this agreement, in compliance with FHADM, FHA and ICRA.

#### Usable Doors – Interior Thresholds

(a) The parties agree the interior threshold heights onto the finished wood floor at the primary and the secondary sliding glass-door entrances for Unit 101 exceeds  $\frac{3}{4}$  inch, which is the maximum height allowed for interior thresholds by Section 4.12 of the FHADM.

(b) Respondents agree they will reduce the interior threshold heights at the primary and secondary entrances in Unit 101 to a maximum of  $\frac{3}{4}$  inch, in compliance with FHADM, FHA and ICRA.

(c) Respondents agree to take measurements of the interior thresholds at the primary and secondary entrances in the remaining covered ground-floor units within the scope of this agreement.

Respondents agree they will modify or retrofit any non-compliant interior threshold measuring more than the maximum height of  $\frac{3}{4}$  inch, as established in paragraph “(a)” of the current subsection, in compliance with FHADM, FHA and ICRA.

#### Usable bathrooms – Clear Floor Space Outside of Swing of Door

(a) The parties agree clear floor space outside the swing of the door in the bathrooms for Rooms 2, 3, and 4 in Unit 101, is less than the 30 by 48-inch minimum dimensions, as required in Section 7.39 of the FHADM.

(b) Respondents agree they will reinstall the doors in the bathrooms for Rooms 2, 3, and 4 in Unit 101, to reverse the swing of the door, such that it will swing away from the bathroom, and create the minimum clear floor space dimensions of 30 by 48 inches, as required by the FHADM.

Respondents agree to take measurements of the clear floor space outside the swing of the door for all four bathrooms in each of the remaining covered ground-floor units within the scope of this agreement.

Respondents agree they will reinstall the doors in the non-compliant bathrooms to reverse the swing of the door, such that it will swing away from the bathroom, and create the minimum clear floor space dimensions of 30 by 48 inches, as established in paragraph “(a)” of the current subsection, and in compliance with FHADM, FHA and ICRA.

#### Usable bathrooms – Clear Floor Space at Toilets

(a) The parties agree the distance from the midline of the toilets to the grab-bar side (i.e., bathtubs) in the bathrooms for Rooms 2, 3, and 4 in Unit 101, is less than the minimum 18 inches allowed as per Section 7.43 of FHADM, and as indicated in the table at the bottom of page 5 for the current agreement.

(b) Respondents agree to increase to a minimum of 18 inches the distance from the midline of the toilet to the grab-bar side in the bathrooms for Rooms 2, 3, and 4 in Unit 101, by either installing an offset flange or moving the toilet.

Respondents agree to take measurements of the distance from the midline of the toilet to the grab bar and the non-grab bar sides at all bathrooms in the remaining covered ground-floor units within the scope of this agreement.

Respondents agree they will increase – to a minimum of 18 inches for the grab bar side and 15 inches for the non-grab bar side – the distance between the midline of the toilet and each sidewall for any non-compliant bathrooms with toilet midlines closer to the sidewalls than the minimum distances just stated above, in compliance with the FHADM, FHA and ICRA, and as shown in the figure below:

#### Usable bathrooms – Bathroom Sinks

(a) The parties agree the distance from the midline of the sink to the adjacent wall in the all four bathrooms for Unit 101 was measured at under the 24-inch minimum required by Section 7.47 of FHADM, for bathroom sinks without removable cabinets.

(b) Respondents agree they will remove and replace the bathroom vanity with an offset sink-bowl to provide enough clear floor space required to allow for a parallel approach by a person who requires the use of a wheelchair, with the midline of the offset sink-bowl centered on the 48-inch side of the 30 by 48-inch clear floor space in all four bathrooms in Unit 101, and as shown in the figure below:

Respondents agree to take measurements of the distance from the midline of sink to adjoining wall in all bathrooms for each of the remaining covered ground-floor units within the scope of this agreement.

Respondents agree – for all non-compliant sinks – they will remove and replace the bathroom vanity with an offset sink-bowl to provide enough clear floor space required to allow for a parallel approach by a person who requires the use of a wheelchair, with the midline of the offset sink-bowl centered on the 48-inch side of the 30 by 48-inch clear floor space, in compliance with the FHADM, FHA and ICRA.

#### Required Timelines for Completion of Modifications or Retrofits

14. Respondents agree they will allow tenants to remain in their units while the renovations are being completed, so long as their continued stay is safe and does not unduly disrupt the renovation work. If their continued stay is not safe or unduly interferes with renovation work, Respondents agree to move the affected tenants to another suitable unit on a temporary basis, until the unit is made safe or the renovation work is completed. Respondents agree to pay all costs generated by such moves.

15. Respondents agree that the above-required modifications or retrofits to the public and common use areas of the subject property – Community Center parking, “Van Accessible” signage, toilet in men’s public bathroom, popcorn machine door, paper-towel dispenser, theater controls, mailboxes, rent drop

box, trash compactor door latch handle, and the thermostat in the Model Unit – within 90 days from the date of the Closing Letter from ICRC.

16. Respondents agree to make the above-required modifications or retrofits to all five rental units – listed in the table on page 2 of the current agreement – as each of the units becomes vacant. Respondents agree to make the required modifications or retrofits before each of the units is rented again.

#### Mandatory Reporting Requirements

17. Respondents agree to notify ICRC when they have completed the required modifications or retrofits for each and every subject unit and the public and common use areas. Such notification shall be made within 90 days of completion. These required notifications to ICRC will continue until all required modifications or retrofits have been completed in all five rental units, as listed in the table on page 2 of the current agreement.

18. Respondents agree, as the required modifications or retrofits are made to a particular unit or common area, ICRC may then inspect such unit or common area, and then report the results of its inspection, addressing any outstanding deficiencies, in writing and within 30 days of the inspection, to Respondents.

If the inspection indicates outstanding deficiencies, Respondents shall correct all such deficiencies within a reasonable period of time as determined by ICRC, and shall pay a reasonable fee for another inspection by ICRC staff or pay for an inspection by a third party inspector, approved by ICRC.

19. The sale or transfer of ownership, in whole or in part, by any owner of the subject property will not affect any obligation to modify or retrofit the subject property as specified in this Agreement, unless Respondents have obtained, in writing, as a condition of sale or transfer, the purchaser or transferee's commitment to be bound by the terms of this agreement to complete all required modifications or retrofits as specified in this Agreement.

20. Within 90 days from the date of the Closing Letter from ICRC, Respondents agree to provide a written statement to ICRC, to the attention of Don Grove, Supervisor of Housing Investigations, which specifies how each of the above-required modifications or retrofits will be corrected.

[Please go to next page for the signature page]

\_\_\_\_[Executed by signature]\_\_\_\_\_

Prairie Pointe, LC Date

RESPONDENT

\_\_\_\_[Executed by signature]\_\_\_\_\_

JCorp, Inc. Date

RESPONDENT

\_\_\_\_[Executed by signature]\_\_\_\_\_

Duane E. Jensen Date

RESPONDENT

\_\_\_\_\_

Angela Williams Date

COMPLAINANT

\_\_\_\_\_

Don Grove, Acting Executive Director Date

IOWA CIVIL RIGHTS COMMISSION